

Cause No. PUD 960000314
Order Approving Interconnection Agreement - Page 2

A hearing was conducted on November 26, 1996, with all parties present. Under the federal law (Section 252(e)) and the Commission's rules (OAC 165:55-17-7(e)), the Commission may only reject an interconnection agreement or any portion thereof, adopted by negotiation under Section 252(a) of the federal act, if the Commission finds that: (i) the agreement (or portions thereof) discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of the agreement or portion is not consistent with the public interest, convenience and necessity.

Thomas F. Riley, Jr., Executive Vice-President of Dobson Wireless, Inc., testified in support of the application. Mr. Riley testified that the agreement provides for the resale of SWBT retail telecommunications services and certain other services as set out in the agreement, and the agreement does not discriminate against any telecommunications carrier not a party to the agreement. Mr. Riley further testified that the approval of the agreement is in the public interest in accordance with Section 252(e) of the Act and OAC 165:55-12-7-(e).

The agreement makes telecommunications services available for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3) of the Act. Sections I, II, and III of the Resale Agreement provides that SWBT services are available for resale under certain terms and conditions. SWBT's Resale Product Lists for Business and Residence included in the Resale Agreement, as Attachment A and Attachment B respectively, summarize the retail products available for resale and the applicable avoided cost discounts from tariffed recurring and nonrecurring rates. These lists specify the Oklahoma discount of 17.5%.

Mickey S. Moon, Assistant Attorney General for the State of Oklahoma, stated that he did not have a copy of Page 12 of the agreement. Mr. Riley said he would provide it for his review. All other issues and questions of all the parties were satisfactorily answered on the record.

FINDINGS AND CONCLUSIONS

Based upon its review of the application and attached affidavits, the interconnection agreement and the testimony and evidence introduced at the hearing on November 26, 1996, the Commission finds:

1. That the Resale Agreement is consistent with Section 252(e) of the Telecommunications Act of 1996 and OAC 165:55-17-1(e) in that the Resale Agreement does not discriminate against a telecommunications carrier not a party to the agreement and that the agreement is consistent with the public interest, convenience and necessity;
2. That the provisions of the agreement are consistent with the anti-discriminatory intent of the federal Act and the Commission's rules;
3. That the provisions of the agreement are consistent with the procompetitive, public aims of the federal Act and the Commission's rules;
4. That the Assistant Attorney General confirmed after his review of the total agreement including page 12 that he had no objection to the approval of the Resale Agreement; and
5. That no party objected to the approval of the Resale Agreement.

ORDER

IT IS THEREFORE THE ORDER OF THE CORPORATION COMMISSION of the State of Oklahoma that the Resale Agreement reached through negotiations between Dobson and SWBT is hereby approved.

CORPORATION COMMISSION OF OKLAHOMA


CODY L. GRAVES, CHAIRMAN

BOB ANTHONY, VICE-CHAIRMAN


ED APPLE, COMMISSIONER

DONE AND PERFORMED this 23 day of December, 1996.

BY ORDER OF THE COMMISSION:


SECRETARY

REPORT OF THE ADMINISTRATIVE LAW JUDGE

The foregoing Findings and Order are the Report and Recommendation of the Administrative Law Judge.


ROBERT E. GOLDFIELD,
Administrative Law Judge

December 19, 1996
DATE

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

FILED

OCT 16 1996

JOINT APPLICATION OF SOUTHWESTERN BELL
TELEPHONE COMPANY AND DOBSON WIRELESS
INC., FOR APPROVAL OF RESALE AGREEMENT
PURSUANT TO § 252(e) OF THE
TELECOMMUNICATIONS ACT OF 1996.

COURT CLERK'S OFFICE - OKC
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OF OKLAHOMA

000314

) CAUSE NO. PUD 960 _____

**JOINT APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY
AND DOBSON WIRELESS, INC., FOR APPROVAL OF RESALE AGREEMENT**

COME NOW Southwestern Bell Telephone Company (SWBT) and Dobson Wireless, Inc. (Dobson Wireless) and hereby file this Joint Application for Approval of Resale Agreement (the Agreement), pursuant to § 252(e) of the Telecommunications Act of 1996 (the Federal Act) and OAC 165:55-17-1, *et seq.*, between SWBT and Dobson Wireless and state as follows:

I. Parties

Joint Applicants are Southwestern Bell Telephone Company, with its principal offices located in Oklahoma City, Oklahoma, and Dobson Wireless, Inc., with its principal offices located in Oklahoma City, Oklahoma.

II. Allegations of Fact

Joint Applicants present to this Commission for approval a resale agreement negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment I) and OAC 165:55-17-1, *et seq.* After a series of good faith negotiations addressing the

complex issues involved in such an agreement, the parties executed the attached Resale Agreement on October 9 and 10, 1996, filed herewith, together with various schedules, exhibits and appendices incorporated therein. All issues have been successfully negotiated and agreed upon. Therefore, no arbitration of any issue is required.

Joint Applicants seek the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and OAC 165:55-17-1, *et seq.* Joint Applicants believe that the implementation of this Agreement complies fully with § 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers and will lead to increased customer choices for telecommunications services once Dobson Wireless' proposed tariffs are approved.

Joint Applicants respectfully request that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between competitors, and Joint Applicants believe that procedures for review of the Agreement should be designed to permit expeditious implementation thereof, and that interventions should be strictly limited consistent with the scope of review specified by the Federal Act and the Commission's applicable rules.

The applicable standard of review is set forth in § 252(e) of the Federal Act and has been substantively adopted by this Commission in OAC 165:55-17-7(e). Section 252(e) provides as follows:

(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED. -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION. -- The State commission may only reject --
 - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --
 - (I) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity;

The affidavits of representatives of the Joint Applicants establish that the Agreement submitted herein satisfies these standards. (Affidavits, Attachments II and III.)

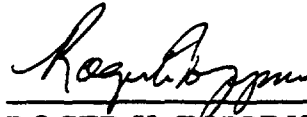
III. Legal Authority

The Commission is vested with requisite authority pursuant to Article IX, § 18 of the Oklahoma Constitution, 17 O.S. § 131, *et seq.*, OAC 165:55, *et seq.*, and 47 U.S.C. § 252(e).

IV. Relief Sought

WHEREFORE, Joint Applicants respectfully request that the Commission approve the Resale Agreement between SWBT and Dobson Wireless, and such additional relief as the Commission deems proper and reasonable.

Respectfully submitted,



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ATTORNEY FOR DOBSON WIRELESS, INC.

CERTIFICATE OF MAILING

On this 15th day of October, 1996, a true and correct copy of the foregoing was mailed, postage prepaid, to:

Maribeth Snapp, Deputy General Counsel
Oklahoma Corporation Commission
Jim Thorpe Building
Oklahoma City, OK 73105

Rick Chamberlain
Office of the Attorney General
112 State Capitol Building
Oklahoma City, OK 73105



DOBSON WIRELESS, INC.

RESALE AGREEMENT
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RESALE AGREEMENT

This Agreement is between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and Dobson Wireless, Inc. ("LSP") (collectively, "the Parties") entered into this 10th day of October, 1996.

WHEREAS, pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the purchase by LSP of certain SWBT retail telecommunications services and certain other services for resale by LSP to its local exchange end users. Therefore, the Parties hereby agree as follows:

I. DESCRIPTION AND CHARGES FOR SERVICES

The services available to LSP for resale and the discounts for such services are identified in Attachments A and B. Furthermore, to the extent that a federal or state regulatory agency adopts a final order establishing wholesale discounts under 252(d)(3) of the Telecommunications Act, which is not stayed and which directs SWBT to apply state-specific wholesale discount percentages which are different from those incorporated within this Agreement, either Party shall have the option of converting to that discount level upon ten (10) days' written notice to the other Party.

II. TERMS AND CONDITIONS FOR RESALE OF SERVICES

The following terms and conditions are applicable to all services purchased under this Agreement.

A. Permitted Use of Resold Services by LSP and Its End Users

1. For services included in this Agreement, which are offered through tariffs by SWBT to its end users, the rules and regulations associated with the applicable State General Exchange Tariff, Local Exchange Service Tariff and the other tariffs for the resold service (such tariffs collectively referred to herein as "corresponding tariffs"), apply except as otherwise provided herein. These services are offered in compliance with Federal Communications Commission (FCC) and Oklahoma Corporation Commission (OCC) rules.

2. LSP shall only sell Plexar services to a single end user or multiple end users on contiguous properties consistent with any use restrictions in SWBT's Oklahoma tariffs.
3. Except where otherwise explicitly provided in the corresponding tariffs, LSP shall not permit the sharing of a service or services by multiple end users or the aggregation of traffic from multiple end users onto a single service.
4. The LSP shall only resell services purchased under this Agreement to the same class of end users to whom SWBT sells such services (e.g. residence service shall not be resold to business customers).
5. SWBT promotions of ninety (90) days or less shall not be available to the LSP for resale.
6. The LSP shall not use a resold service to avoid the rates, terms and conditions of another service contained in SWBT's corresponding tariffs.
7. LSP shall not use resold local exchange telephone service to provide access services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers. Provided however, that LSP may permit its end users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
8. If LSP is in violation of a provision of Article II. A. of this Agreement, SWBT shall notify LSP of the violation in writing of the specific provision being violated. At such time, LSP shall have thirty (30) days to correct the violation and notify SWBT in writing that the violation has been corrected. SWBT shall then bill LSP for the charges which should have been collected by SWBT or the actual revenues collected by LSP from its end users for the stated violation, whichever is greater. If LSP disputes the violation, it shall notify SWBT in writing within fourteen (14) days of receipt of notice from SWBT. Disputes shall be resolved as

outlined in Section XVIII of the Agreement.

9. An End User Common Line (EUCL) charge will continue to apply for each local exchange line resold under this agreement. All federal rules and regulations associated with EUCL charges, as found in Tariff FCC 73, also apply.

B. Use of SWBT Trademarks

LSP shall not, without SWBT's written authorization, offer the services covered by this Agreement using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SWBT or its affiliates. Nor shall LSP state or imply that there is any joint business association or similar arrangement with SWBT in the provision of telecommunications services to LSP's own end users. LSP may brand services included in this Agreement with its own brand name, but SWBT shall not be responsible for providing such branding.

C. Network and Service Order Conditions

1. SWBT's obligation to provide the services available for resale under this Agreement is subject to the availability of existing network facilities.
2. When LSP converts an end user currently receiving non-complex service from the SWBT network, without any changes to SWBT's network, LSP will be charged a per-order conversion charge of \$25.00 in the four northern states. When LSP converts an end user with non-complex service and adds or changes are made to the network, the respective \$25.00 conversion charge will apply, as well as any normal service order charges associated with said changes. All nonrecurring service connection charges, excluding the conversion charge mentioned above, will be charged at a discount for those services listed in Attachments A and B. Complex orders will be charged at a higher rate.
3. For the purposes of ordering service under this Agreement, all requests for service shall be handled as an initial request for service

under one service order. However, the additional line rate for Service Order Charges shall apply only to those requests for additional residential service at the end user's same location where a residential line is currently provided on SWBT's network, regardless of the non-facilities based local service provider of record.

III. ADDITIONAL SERVICES

A. 911/E911

1. Access to the 911 or E911 service, available to SWBT end users in the area(s) served by LSP, shall be made available to LSP's end users.
2. LSP, shall be responsible for collecting and remitting all applicable 911 surcharges on a per line basis to the Public Safety Answering Point (PSAP).
3. When requested by SWBT, LSP shall timely provide accurate and complete information on each of LSP's end users as needed for the provisioning of 911 service to LSPs end users. Such information shall be in a format determined by SWBT.

B. Dialing Parity

1. Local Dialing Parity

SWBT agrees that local dialing parity shall be available to LSP. That is, end users of SWBT and end users of LSP shall have the same exchange boundaries, such customers shall be able to dial the same number of digits when making a "local" call.

2. IntraLATA Toll Dialing Parity.

SWBT agrees to make intraLATA toll dialing parity available in accordance with Section 251(b)(3) of the Telecommunications Act of 1996.

C. White Page Directories: Listings, Distribution and Information Page

1. At LSP's request, SWBT shall provide nondiscriminatory access to White Pages directory listing and distribution services under the terms and conditions described herein:

- a) SWBT shall provide, at no additional charge, a straight line listing in the appropriate SWBT white pages for each of LSP's local exchange service end users. Subscriber listing information shall, however, remain the property of SWBT.
- b) Enhanced Listing Services (e.g., signature listings) can be purchased by LSP for its end users on a per listing basis. LSP shall pay SWBT for all such listings provided to LSP's end users. The discounts applicable to Listing Services are contained in Attachments A and B to this agreement.
- c) LSP end users shall be entitled to one directory per basic residential or business line provided by SWBT pursuant to this Agreement.

SWBT, or its agents shall deliver a White Pages Directory to LSP end user's premises at the same time that such directories are delivered to SWBT end users. If an LSP's end user already has a current SWBT directory, SWBT shall not be required to deliver a new directory to that end user until the new directories are published for that end user's location.

- d) When LSP seeks delivery of SWBT directories in bulk to LSP's premise or when LSP seeks delivery to LSP's end users, other than pursuant to Paragraph c) above LSP shall pay a \$10 per book charge.

2. Information Page

- a) At LSP's request, SWBT shall include in the "Informational Page" section of SWBT's White Pages directory, for those geographical areas in which LSP provides local exchange service, LSP's customer contact information regarding emergency services, billing and service information, repair services and other pertinent information similar to that provided by SWBT in its "Informational Pages." Such information shall be included on the same page with other LSP information.
- b) At LSP's option, LSP shall be provided a single "Informational Page" (one side of one page) in the informational section of the White Pages directory covering a geographic area where an LSP provides local exchange service. This page shall be no different in style, size, color and format than SWBT "Informational Pages." Sixty (60) days prior to the directory close date, the LSP shall provide to SWBT the "Informational Page" in the form of camera-ready copy. The charges associated with this service vary from geographic market to market, and are charged outside this Agreement.

D. Directory Assistance (DA)

- 1. SWBT shall provide access to DA to LSP's end users. LSP shall pay the charges associated with the use of such services by LSP's end users. The discounts applicable to such services are contained in Attachments A and B, which are attached hereto and made a part hereof.
- 2. Liability
 - a) LSP hereby releases SWBT from any and all liability for damages due to errors or omissions in LSP's subscriber listing information if it appears in the White Pages directory as provided by LSP to SWBT, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

- b) LSP shall indemnify, protect, save harmless and defend SWBT (or SWBT's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in LSP's subscriber listing information if it appears in the White Pages directory as provided by LSP to SWBT, including any error or omission related to non-published or non-listed subscriber listing information. LSP shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against LSP and SWBT, and/or against SWBT alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in LSP's subscriber listing information in the White Pages directory, SWBT may, at its option, assume and undertake its own defense, or assist in the defense of the LSP, in which event the LSP shall reimburse SWBT for reasonable attorney's fees and other expenses incurred by SWBT in handling and defending such demand, claim and/or suit.

E. Operator Services (OS)

- 1. SWBT shall provide access to Operator Services to LSP's end users. LSP shall pay the charges associated with the use of such services by LSP's end users. The discounts applicable to such services are contained in Attachments A and B, which are attached hereto and incorporated by reference.
- 2. SWBT shall provide Line Status Verification and Busy Line Interrupt on calls made on SWBT's network to LSP end users. LSP shall pay SWBT associated charges when its end users request such services, with discounts to apply as listed in Attachments A and B.

IV. RESPONSIBILITIES OF SWBT

- A. SWBT shall allow LSP to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by telephone call or facsimile until electronic interface capability has been established. SWBT, with input from LSP, shall provide interface specifications for electronic access for these functions to LSP once such electronic interfaces become technically feasible and are in place. However, LSP shall be responsible for modifying and connecting any of its systems with SWBT provided interfaces when such interfaces become available.
- B. SWBT shall implement LSP service orders within the same time intervals SWBT uses to implement service orders for similar services for its own end users. LSP, on behalf of its end users, shall be entitled to a service guarantee under the same terms and conditions as contained in SWBT's corresponding tariff under Service Guarantee.
- C. LSP will have the ability to report trouble for its end users to appropriate SWBT trouble reporting centers 24 hours a day, 7 days a week. LSP will be assigned a customer contact center when initial service agreements are made. LSP end users calling SWBT will be referred to LSP at the number provided by LSP.

Methods and procedures for ordering and trouble reporting are outlined in the Handbook for Non-Switched Based Providers dated 11/15/95, as amended by SWBT from time to time. Both parties agree to abide by the procedures contained therein.
- D. SWBT will provide LSP with the detailed billing information in a standard electronic format necessary for LSP to issue a bill to its end users. After 1/1/97, LSP will have the option of receiving daily usage to monitor the patterns of its end users' usage sensitive services.

V.

ADDITIONAL RESPONSIBILITIES OF THE PARTIES

Cooperation on Fraud

SWBT shall not be liable to LSP for any fraudulent usage on LSP's end users' accounts.

The Parties agree to cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

At a minimum, such cooperation shall include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges, when such end user seeks service from the other Party. The Party seeking such information is responsible for securing the end user's permission to obtain such information.

VI.

CHANGES IN SUBSCRIBER CARRIER SELECTIONS

- A. Prior to submitting an order under this Agreement, LSP shall obtain written documentation from the end user confirming the end user's request or such documentation as may be required by applicable State laws and FCC and OCC regulations. LSP shall make authorization available to SWBT upon request.
- B. If an end user notifies SWBT or LSP that its local service provider of record has been changed without authorization (slammed), and wishes to be served by the other Party, the Party receiving such request shall be free to immediately provide service to such end user. Additionally, SWBT shall be free to connect the end user to any LSP based upon the LSP's request.
- C. Neither Party shall be obligated by this Agreement to investigate any allegations of slamming on behalf of the other Party or a third party. If SWBT agrees to investigate an alleged incidence of slamming on behalf of LSP, SWBT shall charge LSP a \$50 investigation fee.
- D. When SWBT receives an order from LSP for services under this Agreement and SWBT is currently providing the same services to another local service provider for the same end user, SWBT shall notify the end user's local service provider of record of such order coincident with processing the order. It shall then be the responsibility of the local service provider of record and LSP to resolve any issues related to the end user.

This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.

- E. The LSP agrees to hold harmless and indemnify SWBT against any and all liability and claims, including reasonable attorney's fees, that may result from SWBT acting under this Article.
- F. Nothing herein shall be interpreted to apply to conversion of LSP end users pursuant to Article XII. (Termination of Service to LSP).

VII. ADDITIONAL RESPONSIBILITIES OF LSP

A. Payment of Rates and Charges

- 1. LSP is solely responsible for the payment of charges for all services furnished under this Agreement including, but not limited to, calls originated or accepted at LSP's location and its end users' service locations, with the exception of any other retail services provided directly by SWBT to the end user which SWBT shall be responsible for billing.
- 2. SWBT shall not be responsible for the manner in which the use of resold service, or the associated charges are allocated to others by LSP. All applicable rates and charges for such services will be billed to and shall be the responsibility of LSP, with the exception of other retail services provided directly to the end user by SWBT as described in paragraph 1 above.
- 3. Compensation for all services shall be paid by LSP regardless of LSP's ability or inability to collect charges from its end user for such service.
- 4. If LSP does not wish to be responsible for collect, third number billed, toll, 900 and 976 calls, it must order the appropriate blocking for resold lines under this Agreement and pay any applicable charges. LSP acknowledges that blocking is not available for certain types of calls, including 800 numbers.

B. Interfaces with SWBT

LSP shall be responsible for modifying and connecting any of its systems with SWBT-provided interfaces as described in this Agreement.

C. Repair Contact Arrangements

LSP shall be responsible for providing to its end users and to SWBT a telephone number or numbers that LSP's end users can use to contact LSP in the event of service or repair requests. In the event that LSP's end users contact SWBT with regard to such requests, SWBT shall inform the end user that they should call LSP and may provide LSP contact number.

D. LSP Operating Company Number (OCN)

For the purposes of establishing service and providing efficient and consolidated billing to the LSP, the LSP is required to provide SWBT its authorized and nationally recognized OCN.

E. Special Service Arrangements

For special service arrangements for LSP not covered under this Agreement, special charges shall apply as provided in the applicable corresponding tariffs.

F. Special Construction

If the LSP's request for service or changes in any service provided pursuant to this Agreement, requires construction of special facilities or modifications to existing facilities, special construction charges shall apply as provided in the corresponding tariff.

VIII. NONEXCLUSIVITY

This Agreement is nonexclusive. LSP acknowledges that SWBT will be providing the same or similar services to other local services providers in accordance with negotiated agreements which will be filed with the appropriate state commission(s). LSP also acknowledges that SWBT may, upon end user

request, provide any and all of the services provided to LSP under this Agreement directly to the end users.

IX. SUPPORT SYSTEMS SERVICES

A. Support Systems Services

1. Transfer of Service Announcements (Intercept)

When an end user changes from SWBT to LSP, or from LSP to SWBT, and does not or cannot retain its original telephone number, SWBT will provide a transfer of service announcement on the abandoned telephone number. This announcement will provide the new number to be dialed to reach this end user. SWBT will provide this service consistent with its tariffs.

2. Coordinated Repair Calls

SWBT shall be responsible for repairing its own network. However, LSP shall maintain telephone numbers where its end user may call to report instances of trouble.

The Parties shall employ the following procedures for handling misdirected repair calls:

- a. The Parties shall inform their respective end users of the correct telephone numbers to call to access their respective repair bureaus.
- b. To the extent the correct provider can be determined, each Party shall refer misdirected repair calls to the proper provider of local exchange service, at no charge, and shall provide the end user the contact telephone number provided by the other party.

In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to

solicit customers or to market services. Either Party may respond with accurate information in answering customer questions.

- c. The Parties shall provide each other their respective repair contact numbers.

B. Network Management Controls

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other. A FAX number must also be provided to facilitate event notifications for planned mass calling events.

Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid deregulation or loss of service to other end users.

C. Law Enforcement and Civil Process

SWBT and LSP shall handle law enforcement requests as follows:

- 1) **INTERCEPT DEVICES** Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap and trace or form of intercept on that Party's own facilities, in which case that Party shall comply with any valid request.
- 2) **SUBPOENAS** If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party, it shall refer the subpoena to the requesting entity with an indication that the other Party is the responsible company. Provided, however, if the subpoena requests records for a period of time during which the receiving Party was the end user's service provider, the receiving Party will respond to any valid request.
- 3) **HOSTAGE OR BARRICADED PERSONS EMERGENCIES** If a

Party receives a request from a law enforcement agency to implement a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other party, the receiving Party will comply so long as it is a valid emergency request. In the case of the LSP, the LSP shall refer such request to SWBT and SWBT shall honor such request in accordance with this paragraph. Neither Party shall be held liable for any claims or damages arising from compliance with such requests, and the Party serving the end user agrees to indemnify and hold the other Party harmless against any and all such claims.

X. CALL TRACE

LSP end user's activation of Call Trace shall be handled by the SWBT Call Trace Center (CTC) or its Annoying and Anonymous Call Bureau. SWBT shall notify LSP of requests by its end users to provide the call records to the proper authorities. Subsequent communication and resolution of the case with LSP's end user (whether that end user is the victim or the suspect) will be coordinated through the LSP.

LSP understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number address information shall be provided. It shall be the LSP's responsibility to provide additional information necessary for any police investigation. LSP shall indemnify SWBT against any claims that insufficient information led to inadequate prosecution.

XI. TAXES

LSP shall be responsible for all federal, state or local, sales, use, excise or gross receipts taxes or fees imposed on or with respect to the services provided under this Agreement including those taxes and fees, imposed on SWBT. LSP shall reimburse SWBT for the amount of any such taxes or fees which SWBT is required to pay or collect for services provided to LSP hereunder.

XII. TERMINATION OF SERVICE TO LSP

- A. If LSP fails to pay when due, any and all charges billed to them under this Agreement, including any late payment charges (Unpaid Charges), and

any portion of such charges remain unpaid more than fifteen (15) days after the due date of such Unpaid Charges, SWBT shall notify LSP in writing that in order to avoid having service disconnected, LSP must remit all Unpaid Charges to SWBT within fourteen (14) business days.

- B. If LSP disputes the billed charges, it shall, within the fourteen (14) day period provided for above, inform SWBT in writing which portion of the charges it disputes, including the specific details and reasons for its dispute; immediately pay to SWBT all undisputed charges; and pay all disputed charges into an interest bearing escrow account.
- C. Disputes hereunder shall be resolved in accordance with the procedures identified in Article XVIII (Dispute Resolution). Failure of LSP to pay charges deemed owed to SWBT after conclusion of the Arbitration shall be grounds for termination under this Article.
- D. If any LSP charges remain unpaid or undisputed twenty-nine (29) days past the due date, SWBT shall notify LSP, the Commission and the end user's IXC(s) of Record in writing, that unless all charges are paid within sixteen (16) days, LSP's service shall be disconnected and its end users shall be switched to SWBT local service. SWBT will also suspend order acceptance at this time.
- E. If any LSP charges remain unpaid or undisputed forty (40) days past the due date, LSP shall, at its sole expense, notify its end users, the Commission and the end user's of Record that their service may be disconnected for LSP failure to pay Unpaid Charges, and that its end users must select a new local service provider within five (5) days. The notice shall also advise the end user that SWBT will assume the end user's account at the end of the five (5) day period should the end user fail to select a new local service provider.
- F. If any LSP charges remain unpaid or undisputed forty-five (45) days past the due date, SWBT shall disconnect LSP and transfer all LSP's end users who have not selected another local service provider directly to SWBT's service. These end users shall receive the same services provided through LSP at the time of transfer. SWBT shall inform the Commission and the end user's IXC(s) of Record of the names of all end users transferred